

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	File No.: EB-10-TC-398
)	
Simple Network, Inc.)	NAL/Acct. No.: 20113217029
)	
Apparent Liability for Forfeiture)	FRN: 0007921224
)	

NOTICE OF APPARENT LIABILITY FOR FORFEITURE

Adopted: November 29, 2011**Released: November 29, 2011**

By the Commission:

I. INTRODUCTION

1. In this Notice of Apparent Liability for Forfeiture (“NAL”), we find that Simple Network, Inc. (“Simple Network” or “Company”)¹ has apparently willfully and repeatedly violated section 201(b) of the Communications Act of 1934, as amended (“Communications Act” or “Act”),² by deceptively marketing prepaid calling cards. Based upon our review of the facts and surrounding circumstances, Simple Network appears to target its marketing to immigrants with claims that, for a card costing just a few dollars, buyers can make hundreds of minutes of calls to their native countries – when in fact, for that price, they will be able to use only a fraction of those minutes, due to Simple Network’s assessment of multiple fees and surcharges that are not clearly and conspicuously disclosed to consumers. Accordingly, we find that Simple Network, Inc. has apparently violated section 201(b) of the Act, and is apparently liable for a proposed forfeiture in the amount of five million dollars (\$5,000,000).

II. BACKGROUND

2. A prepaid calling card is a retail product for which the consumer pays a specific dollar amount and which enables that customer to make domestic and/or international telephone calls. Such cards are frequently marketed to immigrant communities for calling a variety of international destinations and are especially popular with these communities, where many depend on prepaid calling cards to stay in touch with family and friends in their home countries. The cards are typically sold at retail in denominations of \$2, \$3, and \$5 at newsstands and in grocery and convenience stores. Companies often market prepaid cards under a variety of brand names and advertise them to consumers primarily using posters displayed in retail locations, and in some cases, through radio and television advertising.

3. The Enforcement Bureau began its investigation of Simple Network by directing a letter of inquiry to the Company requesting information and documents relating to its prepaid calling card

¹ Simple Network is a New Jersey limited liability company, whose principal address is 25 Main Street, Edison, New Jersey 08837. Hemant Patel is the President of Simple Network, Inc. Accordingly, all references in this NAL to “Simple Network” also encompass the foregoing company, Mr. Patel, and all other principals and officers of Simple Network.

² 47 U.S.C. § 201(b).

services.³ According to its initial response,⁴ Simple Network establishes the rates for its calling cards, including the rate at which minutes are deducted from the cards.⁵ Simple Network sells its calling cards both through third party distributors, retailers, and direct sales.⁶ The retail vendors sell the cards to consumers using marketing posters that Simple Network designs and distributes.⁷

4. As part of its response, Simple Network provided samples of the posters and calling cards it sold in 2010 and 2011.⁸ A typical poster designed and distributed by Simple Network includes the name of the calling card (*e.g.*, “Amigos Latinos,” “El Huevito,” “El Regalo,” and “Marque Mexico”), a statement that “[n]etwork services are provided by Simple Network,” and representations about the number of minutes a consumer will receive when calling various countries and/or cities.⁹ The number of calling minutes listed on Simple Network’s posters usually appears in large font size and bright colors.¹⁰ Additionally, some posters contain a large box listing various calling destinations, along with the number of calling minutes a consumer will receive to those destinations using the advertised calling card of a specified dollar value (*e.g.*, Mexico City 300 Minutes \$2; Brazil 500 Minutes \$5, Monterrey 750 Minutes \$5). Appearing on the bottom of the posters is a disclosure in very small font size relating to certain fees and surcharges that may apply when using the cards, including connection and disconnection fees, daily maintenance fees and other fees assessed when using toll-free access numbers or calling from payphones.¹¹

5. Simple Network’s calling cards themselves generally come in two parts: a top portion (or “hang tag”) and a bottom portion, the size of a credit card, that can be separated from the top. The front of the card identifies the name of and value of the card (*e.g.*, \$2, \$5). The back of the top portion of the cards includes a disclosure about fees—the same disclosure that typically appears on its posters. For example, the disclosure on Simple Network’s \$5 El Huevito calling card reads as follows:

In using this card you agree to: Announced minutes are based on the first call using local access numbers. Toll-free access will be charged at a higher rate. Calls placed from payphones using toll-free access will incur a surcharge of \$0.99 per call. Calls will be billed in 1 minute increments; partial minutes used are rounded up to the next full

³ See Letter from Colleen Heitkamp, Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, to Simple Network, Inc., April 2, 2010 (“LOI”).

⁴ See email from Susan Coleman, Esq., Counsel for Simple Network, Inc., to Kimberly Wild and Erica McMahon, Federal Communications Commission, October 4, 2010 (“Response”).

⁵ See *id.* We note that Simple Network was granted an international 214 certificate on December 12, 2002. See 17 FCC Rcd 24831 (2002) (granting Simple Network’s Application for Authority to operate as a facilities-based carrier in accordance with the provisions of section 63.18(e)(1) of the rules, and also to provide service in accordance with section 63.18(e)(2) of the rules).

⁶ See Response.

⁷ See *id.*

⁸ See, *e.g.*, emails from Silsa Menendez, administrative assistant to Counsel for Simple Network, Inc., to Richard Hindman, Kimberly Wild, Erica McMahon, and David Marks, Federal Communications Commission, June 9, 2011, attached posters (“Second Supplemental Response”).

⁹ See, *e.g.*, Second Supplemental Response, attachment, Amigos Latinos poster, El Huevito poster, El Regalo poster, and Marque Mexico poster.

¹⁰ See *id.*

¹¹ See *id.*

increment. Total charges for a call will be rounded up to the next full cent. Additional fees and/or surcharges will reduce minutes if all announced minutes are not used during the first call. A Maintenance fee of \$0.20/0.79 will be deducted after the first call and each 2nd/7th day thereafter. A disconnect fee of \$0.19-\$1.49 may be charged per call depending on the destination dialed. Mobile rates within a country may vary. Rates, fees, and, surcharges are subject to change without notice ... card expires 30 days after first use.¹²

The back of the bottom portion of the card includes directions on how to use the card, and a series of local access numbers, a toll-free access number, and a customer service number.

III. DISCUSSION

A. Apparent Violation of Section 201(b) of the Act

6. Section 201(b) of the Act states, in pertinent part, that “[a]ll charges, practices, classifications, and regulations for and in connection with [interstate or foreign] communication service, shall be just and reasonable, and any such charge, practice, classification, or regulation that is unjust or unreasonable is declared to be unlawful.”¹³ The Commission has found that unfair and deceptive marketing practices by interstate common carriers constitute unjust and unreasonable practices under section 201(b).¹⁴ A practice that “convey[s] insufficient information as to the company’s identity, rates, practices, and range of services” may constitute a violation of section 201(b).¹⁵ Thus, a carrier that fails sufficiently to convey material information, such as rates, about its prepaid calling card services violates section 201(b) of the Act.

7. We find that Simple Network has apparently violated section 201(b) of the Act because it deceptively represents that buyers of its cards can use hundreds of minutes to make calls to foreign countries for just a few dollars. In truth and in fact, buyers can use only a fraction of those minutes for calls, because Simple Network applies a variety of fees and surcharges that quickly deplete the card. Simple Network purports to disclose these fees and surcharges, but the fine print “disclosures” contradict

¹² See email from Silsa Menendez, administrative assistant to Counsel for Simple Network, Inc., to Richard Hindman, Kimberly Wild, Erica McMahon, and David Marks, Federal Communications Commission, June 3, 2011, attachment, El Huevito calling card. We note that while the El Huevito prepaid card states that calls will be billed in 1 minute increments, the El Huevito poster supplied by Simple Network states that calls will be billed in 1 or 3 minute increments.

¹³ 47 U.S.C. § 201(b).

¹⁴ See, e.g., *NOS Communications, Inc.*, Notice of Apparent Liability for Forfeiture, 16 FCC Rcd 8133 (2001) (“*NOS*”) (finding that the companies engaged in deceptive marketing of their interstate communication services by failing to disclose clearly and conspicuously material facts regarding their promotional plan offerings and pricing methodology, in violation of section 201(b)); *Business Discount Plan, Inc.*, Order of Forfeiture, 15 FCC Rcd 14461 (2000) (“*BDP*”), *recon. granted in part and denied in part*, 15 FCC Rcd 24396 (2000) (finding that the company violated section 201(b) by using unjust and unreasonable telemarketing practices such as misrepresenting the nature of its service offerings); *Telecommunications Research & Action Center & Consumer Action*, Memorandum Opinion and Order, 4 FCC Rcd 2157 (Com.Car.Bur. 1989) (“*TRAC*”) (recognizing that section 201(b) provides a cause of action against carriers for failing to convey sufficient information about their rates, practices and range of services). See also Joint FCC/FTC Policy Statement For the Advertising of Dial-Around And Other Long Distance Services To Consumers, 15 FCC Rcd 8654 (2000) (“*Joint Advertising Statement*”).

¹⁵ See *TRAC*, 4 FCC Rcd at 2159. The full Commission has approvingly cited this passage from *TRAC* as indicating that such conduct violates section 201(b) of the Act. *BDP*, 15 FCC Rcd at 14469.

the express and much more prominent claims in the main portion of the marketing materials. Moreover, even if the disclosures of the various fees and surcharges were not contradictory, they are in small print and not clear or conspicuous in relation to the claim of total available minutes that the disclosure is intended to modify, and the disclosure otherwise “convey[s] insufficient information as to the company’s identity, rates, practices, and range of services.”¹⁶

8. Simple Network uses posters displayed in retail locations as its primary vehicle for marketing its prepaid calling card services to consumers at those locations.¹⁷ As indicated above, Simple Network represents on its posters that consumers who purchase its cards will receive a specified number of calling minutes to specific countries for a set price (*e.g.*, to Mexico City 750 minutes for \$5, 300 minutes for \$2). Although Simple Network’s prepaid cards are often marketed as providing hundreds of minutes, the total number of minutes actually received by the consumer is significantly less once the various fees are applied, and if the consumer attempts to use the card to make multiple calls.¹⁸

9. Simple Network’s marketing materials and cards make certain disclosures about these fees, but they conflict with the express statements of how many calling minutes are available, and they are not adequate to counter the express and otherwise unqualified claim that consumers will be able to make hundreds of minutes of calls for the marketed rate. As a preliminary matter, the font size of the advertised minutes and rate information completely dwarfs the disclosure.¹⁹ As described above, Simple Network’s posters typically advertise the number of calling minutes offered to certain countries in large, colorful, simple text, which is prominently displayed at the top or center of the poster. This information is not qualified in any way; *i.e.*, there is no suggestion that the consumer will receive “up to” the specified number of minutes, and no indication that the consumer must read the small print at the bottom in order to determine what he or she is actually purchasing. The main part of the poster stands in stark contrast to the disclosures regarding additional fees and surcharges, which is at the bottom of the posters in significantly smaller type and easily overlooked.²⁰ While this same language is usually printed on the top portion (or “hang tag”) of Simple Network’s cards, it is similarly printed in extremely small font and difficult to read. Further, because the calling card is meant to be torn away from the hang tag for ease of carrying the card in a wallet and customer use, the disclosures on the hang tag afford the consumer little information at the

¹⁶ *TRAC*, 4 FCC Rcd at 2159.

¹⁷ Simple Network also markets its services on its websites: www.simple2dial.com, www.simple2call.com, and www.motherindiacard.com.

¹⁸ A card is exhausted when either its face value has been used up (*e.g.*, \$2), or when all of the available minutes have been used. For a discussion of how the fees may impact the value of the card as it is used, *see infra* ¶ 12.

¹⁹ Both academic research and the Commission’s experience with consumer issues have demonstrated that the manner in which providers display material information, including the charges, classifications, and terms of use, can have as much impact on a consumer’s decision to make a purchase as the information itself. *See generally* Colin Camerer, Samuel Issacharoff, George Loewenstein, Ted O’Donoghue & Matthew Rabin, *Regulation for Conservatives: Behavioral Economics and the Case for “Asymmetric Paternalism,”* 151 U. PENN. L. REV. 1211 (2003) (surveying regulatory strategies to address problems arising from systematic errors in consumer decision-making); Richard H. Thaler and Cass R. Sunstein, *NUDGE*, Yale University Press 2008 (concluding that information buried deep in the “fine print” is far less useful to consumers than information displayed clearly and prominently). *See also Joint Advertising Statement*, 15 FCC Rcd at 8654-55 (finding that if consumers are deceived by advertising claims, they cannot make informed purchasing decisions); *Truth-in-Billing and Billing Format*, First Report and Order and Further Notice of Proposed Rulemaking, 14 FCC Rcd 7492 (1999) (noting that the proper functioning of competitive markets is predicated on consumers having access to accurate, meaningful information in a format that they can understand).

²⁰ *See supra* note 9.

actual point of use.²¹ Disclosures in fine print and in materials that reasonable consumers may not read or use are ineffective to ensure that consumers have an accurate and informed understanding of an advertising claim.²² We therefore conclude that Simple Network's disclosures are not clear and conspicuous to the average consumer.

10. Additionally, even if Simple Network's disclosures were more prominent, we find that they do not provide the information necessary for a consumer to determine what fees apply, the amounts of those fees, and when and how they will affect the number of calling minutes offered. To illustrate this point, we use the disclosure in paragraph 5 above on the poster for Simple Network's \$5 El Huevito prepaid calling card, which is typical of the disclosures found in Simple Network's marketing materials. First, despite advertising on its posters a specific number of minutes for a set price, Simple Network includes a disclosure that "A Maintenance fee of \$0.20/0.79 will be deducted after the first call and each 2nd/7th day thereafter. A disconnect fee of \$0.19-\$1.49 may be charged per call depending on the destination dialed."²³ There is no meaningful explanation of how the range of charges relates to the initial advertised rate or how it is applied. The explanation of the range of fees and variety of other terms, conditions, and charges is so vague that it is impossible for a consumer to know when purchasing the prepaid card what fees will actually apply or how the fees will impact the number of calling minutes received. Thus, the disclosures are not in the "clear and unambiguous language" that the Commission has said is needed to ensure that they are effective.²⁴

11. Simple Network's disclosure states (in capital letters), "call customer service at 1-800-919-5355 for additional information and current rates."²⁵ This statement, however, is inadequate to inform consumers *at the point of sale* about the possible reduction in the number of advertised minutes, the circumstances under which those minutes will not be received, or how to calculate the actual number of minutes provided. We, therefore, find that this statement is inadequate to inform consumers fully about the possible reduction in the number of advertised minutes, the circumstances under which those minutes will not be received, or how to calculate the actual number of minutes provided.

12. To give context to why these disclosures are inadequate and the extent of the gulf between a consumer's reasonable expectation (based on Simple Network's marketing materials) and the consumer's actual experience (based on application of Simple Network's surcharges), consider the card that one of Simple Network's posters advertises as offering 300 minutes to Mexico City for \$2.²⁶ If a consumer makes a 10-minute call to Mexico City, one would reasonably expect that there would be 290 minutes remaining on the card. However, the card disclosure suggests that once the initial call is completed, a maximum maintenance charge of \$0.20/0.79 will be deducted after the first call and each 2nd/7th day thereafter and a disconnect fee of \$0.19-\$1.49 may be charged per call. Thus, after an initial 10-minute call, potential post-call charges of \$2.28 would exhaust a card that was advertised to provide

²¹ See, e.g., El Huevito calling card, *Supplemental Response*, attachment.

²² *Joint Advertising Statement*, 15 FCC Rcd at 8663 (noting that prominence, proximity, and placement of disclosure in comparison to advertising representation affect effectiveness of disclosure); *id.* at 8659 (noting that disclosure about limitations on advertised long-distance rate likely ineffective when advertised rate appeared on peel-off stickers, without disclosure, that consumers were supposed to put on telephones).

²³ See El Huevito calling card, *Supplemental Response*, attachment.

²⁴ *Joint Advertising Statement*, 15 FCC Rcd at 8662.

²⁵ See, e.g., El Huevito calling card, *Supplemental Response*, attachment.

²⁶ See *id.* See also El Huevito poster, *Second Supplemental Response*, attachment.

300 minutes.²⁷ According to Simple Network, “[a]nnounced minutes are based on the first call using local access numbers.”²⁸ In other words, the only possible way a consumer could use all of the 300 advertised minutes would be to make a single 5-hour call – a duration that makes such calls improbable for the typical consumer.²⁹ Even if the maximum post-call fees were not charged, because Simple Network’s disclosure only contains a range of possible fees, it would be impossible for the consumer to determine *at the point of sale* what amount will apply to each destination.

13. Information regarding the existence, amount, and application of fees that affect the value of a calling card is material to consumers when deciding to purchase cards. The failure to provide such information clearly and conspicuously, because it deprives customers of material information needed to make a purchasing decision, is a deceptive marketing practice. As the Commission stated in *NOS*,³⁰ if a consumer must take a series of complicated and confusing steps to try to calculate the charges and calling time based on the disclosure provided, such disclosure almost certainly would be misleading to consumers. Such a practice, then, would be unjust and unreasonable under section 201(b).

14. We find that the marketing materials used by Simple Network to sell its prepaid calling cards are misleading and deceptive regarding the rates and charges applicable to its service offerings. In addition, we find that Simple Network failed to disclose, in any meaningful way, material information about its rates, charges and practices at the point of sale, resulting in substantial harm to consumers who purchased its prepaid calling cards. Accordingly, we find that Simple Network has apparently engaged in unjust or unreasonable marketing practices in violation of section 201(b) of the Act.

B. Proposed Forfeiture Pursuant to Section 503(b) of the Act

15. Section 503(b)(1) of the Act states that any person who willfully or repeatedly fails to comply with any provision of the Act or any rule, regulation, or order issued by the Commission, shall be liable to the United States for a forfeiture penalty.³¹ Section 503(b)(2)(B) of the Act authorizes the Commission to assess a forfeiture of up to \$150,000 for each violation, or each day of a continuing violation, up to a statutory maximum of \$1,500,000 for a single act or failure to act by common carriers.³² In determining the appropriate forfeiture amount, we consider the factors enumerated in section 503(b)(2)(E) of the Act, including “the nature, circumstances, extent and gravity of the violation, and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and such other matters as justice may require.”³³ Although the forfeiture guidelines do not establish a

²⁷ The imputed cost of one 10-minute call at 2/3 cents per minute (200 cents/300 minutes) would be \$0.067.

²⁸ See, e.g., El Huevito calling card, *Second Supplemental Response*, attachment.

²⁹ The El Heuvito poster also advertises 750 minutes to Mexico City for \$5. Because a charge applies upon completion of the first call, the only possible way a consumer could use all of the 750 advertised minutes would be to make a single 12.5-hour call. See El Heuvito poster, *Second Supplemental Response*, attachment.

³⁰ See *NOS*, 16 FCC Rcd at 8138 (2001).

³¹ 47 U.S.C. § 503(b)(1)(B). See also 47 C.F.R. § 1.80(a)(2).

³² 47 U.S.C. § 503(b)(2)(B). See also 47 C.F.R. § 1.80(b)(2). In 2008, the Commission amended section 1.80(b)(2) of the rules, 47 C.F.R. § 1.80(b)(2), to increase the maximum forfeiture amounts in accordance with the inflation adjustment requirements contained in the Debt Collection Improvement Act of 1996, 28 U.S.C. § 2461. See *Amendment of Section 1.80 of the Commission’s Rules and Adjustment of Forfeiture Maxima to Reflect Inflation*, Order, 23 FCC Rcd 9845, 9847 (2008) (adjusting the maximum statutory amounts for common carriers from \$130,000/\$1,300,000 to \$150,000/\$1,500,000).

³³ 47 U.S.C. § 503(b)(2)(E).

forfeiture amount for unjust or unreasonable practices, such as deceptive marketing practices, the guidelines do state that, “. . . any omission of a specific rule violation from the. . . [forfeiture guidelines]. . . should not signal that the Commission considers any unlisted violation as nonexistent or unimportant.”³⁴ The Commission retains the discretion to depart from the guidelines and issue forfeitures on a case-by-case basis, under its general forfeiture authority contained in section 503 of the Act.³⁵

16. In *NOS*, the Commission found that unfair and deceptive marketing practices by interstate common carriers constitute unjust and unreasonable practices within the meaning of section 201(b) of the Act,³⁶ and concluded that each instance of such practices constituted a separate violation of section 201(b). The Commission noted that it had previously assessed a forfeiture amount of \$40,000 for each instance in which a carrier engaged in an unjust and unreasonable telemarketing practice in violation of section 201(b).³⁷ It explained, however, that “a straightforward application of a \$40,000 base forfeiture amount would likely produce a proposed forfeiture in the millions of dollars.”³⁸ Rather, taking into account the number of violations attributed to the two companies involved in the case, the Commission determined that a \$500,000 forfeiture amount per company was sufficient to protect the interests of consumers and to deter future violations of the Act.³⁹

17. We find that each card that Simple Network marketed using deceptive advertising constitutes an independent unjust and unreasonable practice, and thus a separate and distinct apparent violation of section 201(b) of the Act.⁴⁰ Given the thousands of cards that Simple Network appears to have marketed, there is an extensive number of apparent violations in this case for which the Commission is empowered to propose a penalty.⁴¹ While the proposed forfeiture is higher than the proposed forfeiture in *NOS*, weighing the facts before us, and taking into account the extent and gravity of Simple Network’s egregious conduct, as well as its culpability and information in the current record about its revenues, we find that a total proposed forfeiture amount of \$5,000,000 is appropriate under the specific circumstances of this case.⁴² The proposed forfeiture clearly must protect the interests of consumers and serve as an adequate deterrent. A lesser penalty would be inappropriate in light of Simple Network’s failure to adequately provide material information about its rates to thousands of consumers who purchased the Company’s prepaid cards. Moreover, in determining the amount of a proposed penalty, we seek to

³⁴ See *Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate Guidelines*, Report and Order, 12 FCC Rcd 17087, 17099, ¶ 22 (1997) (“*Forfeiture Policy Statement*”); *recon. denied*, 15 FCC Rcd 303 (1999).

³⁵ *Id.*

³⁶ See *NOS*, 16 FCC Rcd at 8133, 8142.

³⁷ See *id.* at 8141-8142 (citing *Business Discount Plan, Inc.*, Apparent Liability for Forfeiture, 15 FCC Rcd 14461 at 14471-72 (2000)).

³⁸ *Id.* at 8142.

³⁹ See *id.*

⁴⁰ In *NOS*, the Commission found that “each rate sheet sent to consumers constitutes a separate violation of section 201(b).” *NOS*, 16 FCC Rcd at 8133. Consistent with *NOS*, we find that the marketing of each card to consumers constitutes a separate apparent violation of section 201(b). See also *BDP*, 15 FCC Rcd at 14471-72 (assessing a forfeiture amount of \$40,000 for each instance in which the carrier engaged in an unjust and unreasonable telemarketing practice in violation of section 201(b)).

⁴¹ See *Second Supplemental Response* at 1.

⁴² The \$5 million penalty we propose is equivalent to applying a \$40,000 penalty to only 125 apparent violations that occurred within one year of this NAL.

“guarantee that forfeitures issued against large or highly profitable entities are not considered merely an affordable cost of doing business.”⁴³ In the event Simple Network continues to engage in conduct that apparently violates section 201(b)’s prohibition against unjust and unreasonable practices, such apparent violations could result in future NALs proposing substantially greater forfeitures and revocation of Simple Network’s operating authority. Other prepaid calling card providers are also on notice that practices such as those engaged in by Simple Network are unjust and unreasonable, and that we may propose more significant forfeitures in the future as high as is necessary, within the range of our statutory authority, to ensure that such companies do not engage in deceptive marketing practices.

IV. CONCLUSION

18. We have determined that Simple Network, Inc. apparently violated section 201(b) of the Act. We have further determined that Simple Network, Inc. is apparently liable for a forfeiture in the amount of five million dollars (\$5,000,000).

V. ORDERING CLAUSES

19. Accordingly, **IT IS ORDERED** that, pursuant to section 503(b)(2)(B) of the Communications Act of 1934, as amended, 47 U.S.C. § 503(b)(2)(B), and section 1.80 of the Commission’s rules, 47 C.F.R. § 1.80, Simple Network, Inc. is hereby **NOTIFIED** of this **APPARENT LIABILITY FOR FORFEITURE** in the amount of \$5,000,000, for willful and repeated violations of section 201(b) of the Act, 47 U.S.C. § 201(b).

20. **IT IS FURTHER ORDERED** that, pursuant to section 1.80 of the Commission’s rules,⁴⁴ within thirty (30) days of the release date of this Notice of Apparent Liability for Forfeiture, Simple Network, Inc. **SHALL PAY** the full amount of the proposed forfeiture or **SHALL FILE** a written statement seeking reduction or cancellation of the proposed forfeiture.

21. Payment of the forfeiture must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the NAL/Account Number and FRN referenced above. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters “FORF” in block number 24A (payment type code). Simple Network, Inc. will also send electronic notification to Johnny.Drake@fcc.gov on the date said payment is made. Requests for full payment under an installment plan should be sent to: Chief Financial Officer -- Financial Operations, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554. Please contact the Financial Operations Group Help Desk at 1-877-480-3201 or Email: ARINQUIRIES@fcc.gov with any questions regarding payment procedures.

22. The response, if any, must be mailed both to: Marlene H. Dortch, Secretary, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, ATTN: Enforcement Bureau – Telecommunications Consumers Division; and to Richard A. Hindman, Division Chief,

⁴³ See *supra* note 41. See also *Forfeiture Policy Statement*, 12 FCC Rcd 17087, 17099.

⁴⁴ 47 C.F.R. § 1.80.

Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, and must include the NAL/Acct. No. referenced in the caption. Documents sent by overnight mail (*other than* United States Postal Service Express Mail) must be addressed to: Marlene H. Dortch, Secretary, Federal Communications Commission, Office of the Secretary, 9300 East Hampton Drive, Capitol Heights, MD 20743. Hand or messenger-delivered mail should be directed, without envelopes, to: Marlene H. Dortch, Secretary, Federal Communications Commission, Office of the Secretary, 445 12th Street, SW, Washington, DC 20554 (deliveries accepted Monday through Friday 8:00 a.m. to 7:00 p.m. only). See www.fcc.gov/osec/guidelines.html for further instructions on FCC filing addresses.

23. The Commission will not consider reducing or canceling a proposed forfeiture in response to a claim of inability to pay unless the petitioner submits: (1) federal tax returns for the most recent three-year period; (2) financial statements prepared according to generally accepted accounting practices; or (3) some other reliable and objective documentation that accurately reflects the petitioner's current financial status. Any claim of inability to pay must specifically identify the basis for the claim by reference to the financial documentation submitted.

24. **IT IS FURTHER ORDERED** that a copy of this Notice of Apparent Liability for Forfeiture shall be sent by Certified Mail Return Receipt Requested and First Class mail to Simple Network, Inc., Attention: Hemant Patel, President, 25 Main Street, Edison, New Jersey 08837, and to Neil S. Ende, Counsel for Simple Network, Inc., 5335 Wisconsin Avenue, NW, Suite 440, Washington DC, 20015.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary